

**SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and PlaceWorks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, on March 17, 2020, the parties hereto entered into that certain Third Amendment to the Agreement between the City and Consultant ("Third Amendment"); and

WHEREAS, on October 4, 2022, the parties hereto entered into that certain Fourth Amendment to the Agreement between the City and Consultant ("Fourth Amendment"), and

WHEREAS, on February 21, 2023, the parties hereto entered into that certain Fifth Amendment to the Agreement between the City and Consultant ("Fifth Amendment"), and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

SECTION 1. EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement is hereby amended to add the following scope of services:

#### **Task 2.4: Community Workshops**

Additional time for PlaceWorks to adequately prepare for General Plan Community Workshop (one for GP rollout and one for Zoning/LCP).

#### **Deliverable(s):**

- Additional time to prepare and facilitate the General Plan Community Workshop

#### **Task 4.6: Prepare GP/Article XXVII MOU**

PlaceWorks shall prepare a detailed memorandum providing an overview of the difference between General Plan CEQA buildout analyses needed and those needed for Article XXVII and proper application to be placed on the ballot.

PlaceWorks shall revise assumptions and scope of the analyses to comply with Article XXVII requirements (as compared to CEQA Buildout Analysis) used to update Traffic Model Inputs that resulted from a change to the Artesia Aviation Corridor Area Plan (AACAP) assumptions to a 1.5 FAR as directed by City Council.

#### **Deliverable(s):**

- Updated buildout comparison memorandum and calculation revisions to include AACAP 1.5 FAR changes as directed by City Council

#### **Task 7.3: Element Production**

Additional budget to address edits and refinements to the General Plan from City Departments and any final revisions as directed by City Council upon adoption.

#### **Deliverable(s):**

- Updated Draft General Plan and Final General Plan Document (digital)

#### **Task 8.3: Program Environmental Impact Report**

This task includes adjustments for rate changes, and additional analysis for Zoning and Local Coastal Program Amendments not previously included in the scope of the Program EIR and prior authorizations.

#### **Deliverable(s):**

- Additional section within Program EIR to address changes to the Zoning Code and Local Coastal Program

#### **Task 8.9: CEQA Project Management**

This task covers the additional time needed for routine project management, including regular project progress calls and check ins related to the efficient completion of the environmental analysis and (Program Environmental Impact Report) in support of the zoning changes and LCP Amendment that are in addition to the General Plan discussions. No in person meetings are assumed at this time.

**Deliverable(s):**

- Bi-weekly virtual meetings (through November 2024)

**Task 9.6 Article XXVII Traffic Impact Analysis**

Article XXVII stipulates specific analysis methods that exceed the level of analysis required by the City of Redondo Beach’s transportation impact study guidelines

In the Fourth Amendment, Fehr & Peers estimated 33 total study intersections for Article XXVII based on direction from the City on anticipated areas of change that would meet the Article XXVII thresholds. The locations were predominantly within the 3,000 feet radius of the Housing Element inventory sites.

Many additional parcels have been determined to have the potential for a major change in allowable land use from what was evaluated in July 2022.

Fehr & Peers conducted a 3,000’ buffer analysis of all final parcels that could potentially qualify as a major change in allowable land use. The combined buffers include all of the City of Redondo Beach, as well as additional locations within the City of Hermosa Beach.

As a result, Fehr & Peers will collect counts at a total of 101 locations, inclusive of peak period (four hour) intersection turning movement traffic volumes, pedestrian/bicycle, and/or 24-hour roadway segment volumes, a net increase of up to 68 study locations from what was approved in the fourth amendment. Net direct cost increase for data collection is \$4,000 beyond what was previously authorized.

Fehr & Peers will develop a Synchro traffic analysis model for existing conditions to be used by Public Works staff for future studies and infrastructure planning.

Fehr & Peers will provide future conditions analysis for the locations needed for the Article XXVII analysis, which will be inclusive of the HCM, ICU and HCM Urban Arterials methodologies as required by Article XXVII.

**Deliverable(s):**

- Citywide Synchro signalized intersection traffic analysis model for Article XXVII needs and for future use by Public Works for infrastructure development and future studies
- Counts at up to 68 additional study locations (101 total)
- Article XXVII analysis at up to 68 additional study locations (101 total)

**TASK 10.1: PROJECT MANAGEMENT**

Extend Project Management for an additional 12 months for anticipated project completion in November 2024. This task covers the additional time needed for routine project management, interdepartmental coordination and follow-up related to the efficient completion of the General Plan, CEQA documents, zoning changes and LCP Amendment. As needed virtual coordination through November 2024 is assumed.

**Deliverable(s):**

- Project Management coordination time through November 2024

**TASK 10.2: PROJECT TEAM MEETINGS**

Extend Team Meetings for an additional 12 months for anticipated project completion in November 2024. This task covers the additional time needed for regular project progress calls and check ins related to the efficient completion of the General Plan, CEQA documents, zoning changes and LCP Amendment. Bi-weekly virtual meetings through November 2024. No in person meetings are assumed at this time.

**Deliverable(s):**

- Bi-weekly virtual meetings through November 2024

**(New)Task 14. ARTICLE XXVII ANALYSIS**

Preparation of studies and identified measures required to meet the provisions Sections 27.4 b and 27.5 a. 3 & 4 of Article XXVII (was not previously scoped). Analysis includes a description of the mitigations/measures identified/recommended to minimize neighborhood impacts and incompatibility as it relates to the Article XXVII buildout calculation assumptions. This assumes up to 60 hours of time for Placeworks staff and additional traffic analysis that includes:

Fehr & Peers will test up to 8 prototypical intersection operational improvements (not CEQA traffic mitigation measures as they no longer apply to CEQA) to address intersections that are determined to operate at LOS E or F based on the Article XXVII analysis. These operational improvements will be tested in the Synchro software program using the HCM methodology, so that the benefits of signal phasing, roadway restriping, and other improvements that can be accommodated within existing rights of way can be determined.

The 8 prototypical mitigation measures will then be qualitatively evaluated to determine the types and locations of intersections where they could be applicable, and the potential benefit will be described. Mitigation measures will be described in narrative form, with a map indicating the potential locations where the prototypical measures may also apply also being prepared.

Only qualitative mitigation measures at all intersections that are ultimately determined to operate at LOS E or F are included. Conceptual traffic improvement plan graphics at

impacted intersections requiring mitigation could be provided, if requested, for a separate scope and fee.

**Deliverable(s):**

- Report/document/memorandum to accompany Article XXVII ballot materials

**(New) Task 15: AS-NEEDED STAFF SUPPORT SERVICES FOR THE GENERAL PLAN**

Time and materials as needed to prepare necessary documents in support of the General Plan update and Zoning Ordinance and LCP consistency updates that are not otherwise identified in this scope. Assistance may include, but is not limited to preparation and posting of website content, interdepartmental coordination, research, and follow-up actions needed to resolve questions or issues as directed by the Community Development Director.

**Deliverable(s):**

- Meeting attendance or preparation of materials as needed and directed by the City.

**(New Optional) Task 16: BALLOT MEASURE PREPARATION SUPPORT**

Time and materials as needed to prepare necessary documents in support of required ballot measure for the General Plan update and Zoning Ordinance and LCP consistency updates.

**Deliverable(s):**

- Meeting attendance or preparation of materials as needed and directed by the City.

**SECTION 3. EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Sixth Amendment in the amount of **\$295,225** which increases the total compensation amount from **\$1,977,147** to an amount not to exceed **\$2,272,372**.

# Standard Fee Schedule

## PlaceWorks – 2024 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$335
Associate Principal	\$195–\$275
Senior Associate II	\$170–\$260
Senior Associate I	\$160–\$220
Associate II	\$135–\$190
Associate I	\$125–\$175
Project Planner	\$105–\$165
Planner	\$90–\$145
Graphics Specialist	\$90–\$155
Administrator	\$145–\$235
Clerical/Word Processing/Technical Editor	\$45–\$155
Intern	\$80–\$115

Subconsultants are billed at cost plus 10% Mileage reimbursement is at the standard IRS-approved rate.  
Possible yearly increase of 5% on bill rates.

2024\_StdFeeSch\_01-09-24

## Compensation

The compensation to perform the additional scope of work shall not exceed **\$295,225**.

**Table 1. Compensation**

TASK	SIXTH AMENDMENT AUGMENT
<b>LABOR EXPENSES</b>	
Task 2.4 Community Workshop & Survey/Online Feedback This request is to supplement the General Plan workshop amount, which was budgeted 6 years ago at the outset of the project	\$6,000
Task 4.6: Prepare GP/Article XXVII MOU Article XXVII Final Edits/Refinements to the Buildout Analysis used for the Traffic Model Inputs (Aviation 1.5 FAR updates upon City Council direction)	\$2,500
Task 7.3 Element Production Additional budget to address edits and refinements to the General Plan from City Departments and any final revisions as directed by City Council upon adoption	\$21,000
Task 8.3: Program Environmental Impact Report Additional section of EIR required to meet the provisions of Article XXVII	\$10,600
Task 8.9: CEQA Project Management Extend CEQA Project Management budget an additional 12 months for project completion in November 2024, and management of two additional subconsultants (Cogstone (Historic and Cultural) and ECORP (Noise)) which was not originally scoped.	\$9,120
Task 9.6: Article XXVII Traffic Impact Analysis	\$152,020

**Table 1. Compensation**

TASK	SIXTH AMENDMENT AUGMENT
Conduct Article XXVII traffic analysis at up to 68 additional study locations. Collect traffic counts at up to 68 additional locations (for 101 total). Prepare citywide Synchro signalized traffic analysis model for Article XXVII needs and for future infrastructure planning/studies by Public Works staff.	
Task 10.1: Project Management Extend CEQA Project Management budget an additional 12 months for project completion in November 2024.	\$5,000
Task 10.2: Project Team Meetings Extend Team Meeting budget an additional 12 months for project completion in November 2024.	\$22,440
Expenses Additional expenses for Fehr & Peers (traffic counts related to Article XXVII)	\$4,400
<b>NEW TASKS</b>	
(New) Task 14 Article XXVII Analysis Preparation of study required to meet the provisions Sections 27.4 b and 27.5 a. 3 & 4 of Article XXVII (not previously scoped). This (New) “Task” also includes the Article XXVII Prototypical Traffic Operational Enhancements as determined by F&P.	\$38,145
(New) Task 15. As-Needed Staff Support Services for the General Plan Time and materials as needed and as directed by the Community Development Director to prepare necessary documents in support of the General Plan update and Zoning Ordinance and LCP consistency updates that are not otherwise identified in this scope.	\$16,000
(New Optional) Task 16 Ballot Measure Support/Preparation Time and Materials as needed to prepare any materials necessary to support the General Plan Update, and Zoning Changes/LCP edits for anticipated ballot measure process.	\$8,000
<b>Grand Total Labor</b>	<b>\$295,225</b>

**SECTION 4. MODIFICATION**

Except as expressly set forth herein, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Sixth Amendment and the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment the terms of this Sixth Amendment shall prevail. This Sixth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have entered into this Sixth Amendment as of this 12<sup>th</sup> day of March 2024.

CITY OF REDONDO BEACH  
A chartered municipality

PLACEWORKS, INC.  
a California Corporation

\_\_\_\_\_  
James A. Light, Mayor

DocuSigned by:  
*Wendy Nowak*  
AA27F1E389504BE...  
By: \_\_\_\_\_  
Name: wendy Nowak  
Title: Principal

ATTEST:

APPROVED

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh Risk & Insurance Services		<b>NAMED INSURED</b> PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Errors & Omissions Retro Dates:  
 7/1/99 - Planning Center, Inc.  
 1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.



permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph 8.7., **Policy Period, Coverage Territory**, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph 8.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV- BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph 8.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON--CONTRIBUTORY ADDITIONAL  
INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s) Where Required by Written Contract
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- A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.  
  
This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.